IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

JESSE BRANES,	)	
	)	
Plaintiff,	)	CASE NO.: 1:16-cv-102
	)	
v.	)	**COMPLAINT**
	)	
OPTIMUM OUTCOMES, INC. and	)	***JURY TRIAL DEMANDED***
EQUIFAX INFORMATION	)	
SERVICE, LLC.	)	
Defendants.	)	
________________________________	)	

Plaintiff, Jesse Branes ("Plaintiff"), on his own behalf, by and through undersigned counsel, hereby alleges against Defendant Optimum Outcomes, Inc., ("Optimum") and Equifax Information Services, LLC ("Equifax"), as follows:

JURISDICTION

1. This Court's jurisdiction arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d). This Court's supplemental jurisdiction is requested pursuant to 28 U.S.C. § 1367.

2. This action arises out of violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq*. ("FDCPA"), the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. ("FCRA"), and the North Carolina Collection Agency Act, N.C. Gen. Stat. 58-70-1 *et seq*. ("NCCA").

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in the jurisdiction and because the transactions, acts, practices, and

courses of conduct constituting violations of federal consumer financial law occurred within this District.

PARTIES

4. Plaintiff is a natural person who resides in Stanfield, North Carolina.

5. Plaintiff is a "consumer" as that term is defined by the FDCPA.

6. Plaintiff is a "consumer" as that term is defined by N.C. Gen. Stat. § 58-70-90.

7. Defendant Optimum is a corporation with an office located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601.

8. Defendant Optimum is a "debt collector" as that term is defined by the FDCPA.

9. Defendant Optimum is a "collection agency" as that term is defined by N.C. Gen. Stat. § 58-70-90.

10. Defendant Optimum's actions, as set forth herein, are activities that affect "commerce" as that term is defined by N.C. Gen. Stat. § 75-1-1.

11. Defendant Equifax Information Services, LLC is a business entity that regularly conducts business in the State of North Carolina with its principal place of business at 1550 Peachtree Street NW, Atlanta, Georgia 30309.

FACTUAL ALLEGATIONS

12. On or about May 2012, Plaintiff received medical care from Carolinas Medical Center.

13. The bill was paid in full by Plaintiff's workers compensation insurance plan, on or about January 22, 2013.

14. On a date better known by Optimum, despite full payment, Optimum began collection attempts on the alleged debt.

15. These attempts included placement of a negative trade line on Plaintiff's credit report.

16. On a date better known by Optimum, Plaintiff called Optimum to inform them that payment was made and all collection efforts should cease.

17. During the call, Plaintiff provided his insurance information and the check number which was cashed by Carolinas Medical Center.

18. Despite this, Optimum refused to close the account until Plaintiff could force the Medical Center to inform Optimum of the payment.

19. On or about June 2014, Plaintiff sent a dispute letter to Equifax showing that the bill was paid in full.

20. Soon thereafter, the trade line was removed.

21. On or about November 2014, Plaintiff again reviewed his report and noticed that Equifax had allowed the trade line to return despite receiving proof of payment, and removing it previously.

22. The trade line did not disclose that the debt was disputed or paid in full, but it read as unpaid.

23. On or about December 2014, Plaintiff orchestrated a three way call between Plaintiff, Optimum, and the Medical Center.

24. During the call, the Medical Center informed Optimum that the account was paid in full.

25. Despite this, Optimum continued their collection efforts for a number of months.

26. Plaintiff has been damaged by Defendant's actions as set forth herein.

CAUSES OF ACTION

COUNT I
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT BY OPTIMUM

27. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1 through 26.

28. Defendant engaged in unfair and deceptive acts and practices, in violation of 15 U.S.C. §§ 1692e, 1692e(2), 1692e(8), 1692e(10), and 1692f, by continuing to collect on a paid debt, and failing to report the debt as disputed or paid.

29. Section 1692e provides:

> **§ 1692e. False or misleading representations**
>
> **A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .**
>
> **(2) The false representation of the character, amount or legal status of any debt …**
>
> **(8) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that debt is disputed …**

> **(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer …**

30. Section 1692f provides:

> **§ 1692f. Unfair practices**
>
> **A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. . . .**

31. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, costs, interest, and attorney's fees.

COUNT II
VIOLATION OF THE NORTH CAROLINA COLLECTION AGENCY ACT
N.C. Gen. Stat. § 58-70-105 BY OPTIMUM

32. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1 through 26.

33. Since January 2013, Plaintiff did not have any outstanding balance with Carolinas Medical Center.

34. Despite this, Defendant unreasonably publicized an erroneous tradeline on Plaintiff's credit report claiming that an alleged debt was due and owing.

35. Defendant's actions violate N.C. Gen. Stat. § 58-70-105 which prohibits unreasonable publication of information regarding a consumer's debt, which includes knowingly publishing information which is false and inaccurate.

36. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, costs, interest, and attorney's fees.

COUNT III
VIOLATIONS OF THE NORTH CAROLINA COLLECTION AGENCY ACT
N.C. Gen. Stat. § 58-70-110 BY OPTIMUM

37. Plaintiff repeats, realleges and incorporates by reference paragraphs 1 through 26.

38. Since January 2013, Plaintiff did not have any outstanding balance with Carolinas Medical Center.

39. Plaintiff informed Defendant of this on numerous occasions, and provided proof to substantiate his claims. Plaintiff even ensured that a representative from Carolinas Medical Center clarified to Defendant that Plaintiff did not owe a balance.

40. Despite the above, Defendant continued collecting on the alleged debt.

41. Further, Defendant falsely reported this alleged debt as due and owing to the credit reporting agencies.

42. By virtue of its collection attempts and false reporting to the credit reporting agencies, Defendant attempted to collect a debt by fraudulent, deceptive, and misleading representation of the character, extent, amount, and legal status of the debt.

43. Defendant's actions violate N.C. Gen. Stat. § 58-70-110 which prohibits such deceptive representation.

44. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, costs, interest, and attorney's fees.

COUNT IV
VIOLATION OF THE NORTH CAROLINA COLLECTION AGENCY ACT
N.C. Gen. Stat. § 58-70-115 BY OPTIMUM

45. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1 through 26.

46. By virtue of its collection attempts and false reporting to the credit reporting agencies, Defendant attempted to collect a debt by the use of unfair practices.

47. These actions are unfair in that Plaintiff did not owe the debt since January 2013, and Plaintiff made Defendant aware of this fact both by providing proof of payment, and ensuring that the original creditor informed Defendant of the payment.

48. Defendant's actions violate N.C. Gen. Stat. § 58-70-115 which prohibits such unfair practices.

49. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, costs, interest, and attorney's fees.

COUNT V
VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS OR PRACTICES ACT, N.C. Gen. Stat. § 75-1-1 BY OPTIMUM

50. Plaintiff repeats, realleges and incorporates by reference paragraphs 1 through 26.

51. By virtue of the actions set forth above, Defendant engaged in unfair and deceptive acts and practices in the area of commerce that proximately caused actual injury to Plaintiff.

52. Defendant's actions violate N.C. Gen. Stat. § 75-1-1 which prohibits such unfair and deceptive acts and practices.

53. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, costs, interest, and attorney's fees.

COUNT VI
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
BY OPTIMUM

54. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1 through 26.

55. At all times pertinent hereto, Optimum was a "person" as that term is used and defined under 15 U.S.C. § 1681a.

56. Plaintiff informed Defendant that the debt in question was paid, and provided proof to substantiate his claims. Plaintiff even ensured that a representative from Carolinas Medical Center clarified to Defendant that Plaintiff did not owe a balance.

57. Despite said notice, Optimum placed and kept a false trade line on Plaintiff's credit report for a paid debt.

58. Plaintiff disputed the trade line with Equifax.

59. Equifax transmitted Plaintiff's dispute to Optimum.

60. Optimum knew or had reasonable cause to believe that Plaintiff did not in fact owe the debt in question.

61. After receiving notice of Plaintiff's disputes from Equifax, Optimum violated 15 U.S.C. § 1681s-2(b) by failing to disclose that the debt was disputed or paid;

by failing to fully and properly investigate the Plaintiff's dispute of the card in question; by failing to review all relevant information regarding the card; by failing to accurately respond to Equifax; by failing to correctly report results of an accurate investigation; and by failing to permanently and lawfully corrects its own internal records to prevent the re-reporting of the negative trade line to a credit reporting agency.

62. Optimum's conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Optimum was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Optimum for statutory and actual damages, punitive damages, costs, interest, and attorney's fees.

COUNT VII
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
BY EQUIFAX

63. Plaintiff repeats, realleges, and incorporates by reference paragraphs 1 through 26.

64. Defendant Equifax prepared, compiled, issued, assembled, transferred, published and otherwise reproduced consumer reports regarding Plaintiff as that term is used and defined under 15 U.S.C. § 1681a.

65. Said reports contained information about Plaintiff that was false, misleading, and inaccurate.

66. By failing to review the proof of payment sent by Plaintiff, and subsequently allowing the trade line to return to Plaintiff's credit report, Equifax negligently and wilfully failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Plaintiff, in violation of 15 U.S.C. § 1681e(b).

67. Equifax violated 15 U.S.C. § 1681i by failing to delete inaccurate information placed on Plaintiff's credit report after receiving actual notice of these inaccuracies; by failing to conduct a lawful investigation; by failing to forward all relevant information to Optimum; by failing to maintain reasonable procedures with which to filter and verify disputed information in the Plaintiff's credit file, especially given that Plaintiff provided proof of payment; and by relying upon verification from a source it has reason to know is unreliable.

68. Plaintiff has been damaged and is entitled to relief.

69. Equifax's conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Equifax was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff prays that this Court grant him a judgment against Equifax for statutory and actual damages, punitive damages, costs, interest, and attorney's fees.

TRIAL BY JURY

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

Respectfully submitted, this the 10th day of February, 2016.

s/Chad Diamond
Chad Diamond
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Charlotte, NC 28212
(919) 607-9967
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Attorney for Plaintiff Jesse Branes

CERTIFICATE OF SERVICE

I hereby certify that on February 10, 2016, the foregoing was filed electronically with the Clerk of the Court via ECF and served upon Defendants via personal service at the below addresses:

Optimum Outcomes, Inc.
421 Fayetteville St., Ste. 600
Raleigh, NC 27601

Equifax Information Services, LLC
1550 Peachtree St. NW
Atlanta, GA 30309

s/Chad Diamond
Chad Diamond